

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE:)	CHAPTER 13 PROCEEDING
Kevin P. Flanigan, II)	CASE NO. 09-11559
Amy Flanigan)	JUDGE Morgenstern-Clarren
)	
DEBTOR(S))	
)	MOTION TO INCUR DEBT

Now comes the Debtor, Kevin P. Flanigan II, by and through counsel, and moves the Court to permit the Debtor to incur debt to purchase a 2011 Chevy Equinox and make the monthly payments outside the plan.

1. The debtor(s) filed their chapter 13 proceeding on March 2, 2009 and has been successfully funding the Plan.

2. Debtor has a purchase agreement with Pat O'Brien Chevrolet. See Exhibit "A."

3. The terms of the purchase agreement provides that Debtors' current vehicle, 2005 GMC Envoy, will be traded in for the value of \$6,500.00. The purchase agreement further provides to pay GMAC the balance due amount of \$3,835.88. Therefore, GMAC will no longer be paid through the plan.

4. Debtor's monthly payment for the 2011 Chevy Equinox will be \$488.11. Debtors' will be able to make this payment since Debtors no longer have the lease payment in the amount of \$321.00 for the 2005 Ford Edge, since the lease has expired.

5. Debtor needs to purchase a new vehicle since over the last six months have made substantial repairs to the 2005 GMC Envoy and now such vehicle needs additional repairs. To continue to make further repairs would not be economical to continue to invest money into the vehicle. The 2005 GMC Envoy currently has over 150,000 miles on the odometer and not expected to continue to operate much longer.

6. Debtors' are both employed and have a two year old son. Mr. Flanigan needs a vehicle to perform his employment. Therefore, a reliable vehicle is necessary in order to maintain employment and fund the plan. Furthermore, Debtors need a reliable vehicle to transport their son back and forth to daycare.

WHEREFORE, the Debtor requests the Court for an order allowing the Debtor to incur additional debt in accordance with the terms of the above-mentioned Vehicle Purchase Contract, allowing Debtor to trade-in the 2005 GMC Envoy paying the balance due and terminating any plan payment to GMAC, and allowing Debtors to make the payment for the 2011 Chevy Equinox outside the plan.

/s/ Paul E. Larson Reg. 0069636
Attorney for Debtor
Paul E. Larson, Co. LPA
815 Superior Ave., E., Suite 1201
Cleveland, Ohio 44114
(216) 803-1212
Fax (888) 432-3896

CERTIFICATE OF SERVICE

A copy of the foregoing Motion has been served via ordinary U.S. Mail and/or electronically on this 22nd day of January upon the following:

1. Craig Shopneck, Chapt. 13 Trustee (electronic filing)
2. Kevin & Amy Flanigan
3189 River Run
Akon, OH 44011
3. All creditors per attach matrix.

/s/ Paul E. Larson Reg. 0069636
Attorney for Debtor

DATE 1/6/11 **PAT O'BRIEN** **CHEVROLET** **VERMILION**
EAST 2810 BISHOP ROAD WILLOUGHBY HILLS, OH 44092 440-585-9300 FAX 440-585-3679
WEST 25100 DETROIT ROAD WESTLAKE, OH 44145 440-899-8888 FAX 440-899-8099
SOUTH 3880 PEARL ROAD MEDINA, OH 44256 330-725-4588 FAX 330-723-7250
4545 LIBERTY AVENUE VERMILION, OH 44089 440-967-3144 CLEV. 440-871-3888
PURCHASER Kevin P Flanagan 3189 River Run
FIRST NAME INITIAL LAST NAME ADDRESS
CITY COUNTY STATE ZIP CODE CELL PHONE HOME PHONE BUSINESS PHONE
☒ NEW ☐ USED
EXT. COLOR BLK INT. TRIM TIT. MAKE CHEV MODEL Equinox
SERIAL NO. 2CMAZ0E1X1G6329591 STOCK NO. B6329591 ETCH NO.

RETAIL PRICE		FACTORY DISCOUNT		TOTAL MSRP		UPFRONT PRICE	
						2463265	
PURCHASE		LEASE				INCENTIVES	
TERM		TERM				DOCUMENTARY FEE	
PAYMENT		PAYMENT				250 00	
72		#488.11				EXTENDED SERVICE	
						SELLING PRICE	
						2488265	
						MEMO ONLY: TAX BASE	
						18,38265	
						OHIO SALES TAX	
						6.25 %	
						1148 92	
						30 DAY TAG/TRANSFER/FILING FEE	
						33 50	
TOTAL CASH DUE		TOTAL CASH DUE				TOTAL CASH PRICE	
						2606507	

TRADE-IN YEAR 05 MAKE GMC MODEL Envoy TOTAL CASH PRICE 2606507
SERIAL NO. 1GKDT13S052374152 COLOR BLK TRADE ALLOWANCE 6,500.00
PAY-OFF TO DATE GOOD BY GMAC LESS 3,835.88
NET EQUITY IN TRADE-IN 2,669.12
CASH WITH ORDER 1000 00
CASH ON DELIVERY 1000 00
UNPAID BALANCE OF CASH PRICE 21,400.95

ODOMETER MILEAGE STATEMENT
I, PAT O'BRIEN CHEVROLET, Inc. STATE THAT THE ODOMETER MILEAGE INDICATED 220 MILES.
ON THE VEHICLE DESCRIBED ABOVE IS 220 MILES.
I FURTHER STATE THAT THE ACTUAL MILEAGE DIFFERS FROM THE ODOMETER READING FOR REASONS OTHER THAN ODOMETER CALIBRATION ERROR AND THAT THE ACTUAL MILEAGE IS UNKNOWN.
TRANSFEROR'S SIGNATURE Kevin Flanagan
I ACKNOWLEDGE RECEIPT OF THIS STATEMENT.
SIGNATURE OF TRANSFEREE X
TRADE-IN ODOMETER MILEAGE STATEMENT
I, PAT O'BRIEN CHEVROLET, Inc. STATE THAT THE ODOMETER MILEAGE INDICATED 82 MILES.
ON THE VEHICLE DESCRIBED ABOVE IS 82 MILES.
I FURTHER STATE THAT THE ACTUAL MILEAGE DIFFERS FROM THE ODOMETER READING FOR REASONS OTHER THAN ODOMETER CALIBRATION ERROR AND THAT THE ACTUAL MILEAGE IS UNKNOWN.
TRANSFEROR'S SIGNATURE Kevin Flanagan
I ACKNOWLEDGE RECEIPT OF THIS STATEMENT.
SIGNATURE OF TRANSFEREE X
WARRANTY INFORMATION
The seller, PAT O'BRIEN CHEVROLET Inc., hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle. This disclaimer by the seller in no way affects the terms of the the manufacturer's warranty.
If the above listed vehicle is marked "USED" OR "DEMO" then "the information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."
☐ SOLD "AS IS"--NO WARRANTY ☐ REMAINDER OF MANUFACTURER'S LIMITED WARRANTY
☐ CHEVROLET'S "EXTENDED SERVICE PLAN" ☐ MANUFACTURER'S LIMITED WARRANTY
I understand the warranty terms are as indicated above and that this agreement is subject to the limited warranty(s) and/or warranty disclaimer attached hereto.
BUYERS SIGNATURE X Kevin Flanagan

THE FRONT AND BACK OF THIS ORDER COMPRISE THE ENTIRE AGREEMENT AFFECTING THIS PURCHASE AND NO OTHER AGREEMENT OR UNDERSTANDING OF ANY NATURE CONCERNING SAME HAS BEEN MADE OR ENTERED INTO, OR WILL BE RECOGNIZED. I HEREBY CERTIFY THAT NO CREDIT HAS BEEN EXTENDED TO ME FOR THE PURCHASE OF THIS MOTOR VEHICLE EXCEPT AS APPEARS IN WRITING ON THE FACE OF THIS AGREEMENT.
I HAVE READ THE MATTER PRINTED ON THE BACK HEREOF AND AGREE TO IT AS A PART OF THIS ORDER THE SAME AS IF IT WERE PRINTED OVER MY SIGNATURE. I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER, AND HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER.
MY INSURANCE COVERAGE IS: State Auto Ins PHONE 440 269-8002
AGENT Hank Coletta
COMPANY State Auto Ins
BUYERS SIGNATURE X Kevin Flanagan
SALESMAN Jesus
DEALER Pat O'Brien
THIS ORDER NOT BINDING UNTIL ACCEPTED BY DEALER

AMERICAN EXPRESS
ATTN: BANKRUPTCY
P.O. BOX 981537
EL PASO, TX 79998-1537

BANK OF AMERICA
P.O. BOX 17054
WILMINGTON, DE 19884

BARCLAYS BANK DELAWARE
125 S WEST ST.
WILMINGTON, DE 19801-5014

BENEFICIAL NATIONAL BANK
P.O. BOX 15518
WILMINGTON, DE 19850-5518

CAPITAL ONE
ATTN: BANKRUPTCY
P.O. BOX 85167
RICHMOND, VA 23287

CENTURY TELEPHONE
ATTN: BANKRUPTCY
203 W. 9TH ST.
LORAIN, OH 44052

CHASE HOME FINANCE
P.O. BOX 24696
COLUMBUS, OH 43224-0696

CHRYSLER FINANCIAL
ATTN: BANKRUPTCY
P.O. BOX 860
ROANOKE, TX 76262

CITIBANK/SEARS
P.O. BOX 6189
SIOUX FALLS, SD 57117

CITICORP CREDIT SERVICES
P.O. BOX 6500
SIOUX FALLS, SD 57117-6500

CITIFINANCIAL
4500 NEW LINDEN HILL RD
WILMINGTON, DE 19808-2922

COLLEGIATE FUNDING SVCS
P.O. BOX 523
MADISON, MS 39130

DILLARDS
P. O. BOX 52005
PHOENIX, AZ 85072-2005

DOMINION CREDIT SERVICES
P.O. BOX 26666, 18TH FLOOR
RICHMOND, VA 23261

EXPRESS
ATTN: BANKRUPTCY
P.O. BOX 330066
NORTHGLENN, CO 80233-8066

FIFTH THIRD BANK
ATTN: MAIL DROP 109064
38 FOUNTAIN SQ.
CINCINNATI, OH 45263-0001

FIRESTONE
CREDIT CARD CENTER
P.O. BOX 81307
CLEVELAND, OH 44181-0307

FORD MOTOR CREDIT CO.
NATIONAL BANKRUPTCY SERVICE CENTER
P.O. BOX 537901
LIVONIA, MI 48153-7901

GE MONEY BANK/ DICK'S SPORTING
P.O. BOX 981439
EL PASO, TX 79998-1439

GE MONEY BANK/ JC PENNEY
ATTN: BANKRUPTCY
P.O. BOX 103104
ROSWELL, GA 30076

GE MONEY BANK/CARE CREDIT
P.O. BOX 981127
EL PASO, TX 79998-1127

GE MONEY BANK/LOWES CONSUMER
P.O. BOX 981064
EL PASO, TX 79998-1064

GE MONEY/ MOHAWK CARPET
P.O. BOX 981439
EL PASO, TX 79998-1439

GE MONEY/ TIRE EXPRESS
P.O. BOX 981439
EL PASO, TX 79998-1439

GMAC
P.O. BOX 7041
TROY, MI 48007-7041

HAIDAR, ALMHANA, NIEDING, LLC
223 MILLER RD.
AVON LAKE, OH 44012

KEY BANK
17 CORPORATE WOODS BLVD.
ALBANY, NY 12211-2345

KOHL'S CHASE
ATTN: BANKRUPTCY
N56W17000 RIDGEWOOD DRIVE
MENOMONEE FALLS, WI 53051

KOHL'S/ CHASE
ATTN: BANKRUPTCY
N56W17000 RIDGEWOOD DRIVE
MENOMONEE FALLS, WI 53051-0001

MACY'S
9111 DUKE BLVD.
MASON, OH 45040-8999

NATIONAL CITY
P.O. BOX 2349
KALAMAZOO, MI 49003-2349

NATIONAL CITY BANK
4100 W. 150TH ST.
CLEVELAND, OH 44135-1304

RITA
10107 BRECKSVILLE ROAD
BRECKSVILLE, OH 44141-3275

SALLIE MAE SERVICING
1002 ARTHUR DR.
LYNN HAVEN, FL 32444-1683

TARGET NATIONAL BANK
ATTN: BANKRUPTCY
P.O. BOX 1305
MINNEAPOLIS, MN 55440-1305

UNIVERSITY FIDELITY LP
P.O. BOX 941911
HOUSTON, TX 77094-8911

WFFNB/VICTORIA SECRET
P.O. BOX18218
COLUMBUS, OH 43218-2128

WFNNB/ANN TAYLOR
ATTN: BANKRUPTCY
P.O. BOX 182273
COLUMBUS, OH 43218-2273